

Coast Guard Leased Housing Negotiations Training



Student Workbook

Developed: December 2002

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Overview

I. Course Outline

a. Objectives.



The objective of the Coast Guard Leased Housing Negotiations Training is to provide you, as a Coast Guard Representative, with an overview of the Coast Guard Leased Housing Program, local management and administration at the local housing level and some of the basic tools you will need to negotiate a lease.

b. References.

- Coast Guard Housing Manual (COMDTINST M11101.13 ser)
- Coast Guard Leased Housing Procedural Guide (COMDTPUB 11101.6)
- Federal Acquisition Regulations (FAR)

c. Major Topics and Activities.

At the conclusion of this course you will have the basic foundation to effectively manage the leased housing program in your area of responsibility. The following topics will be covered:

- Ethical Conduct
- Overview of the Leased Housing Program
- Residential Leases
- Location Rental Properties
- Application Packages
- Negotiating a Lease
- Lease Program Management
- Terminating a Lease

d. Final Exam

All students are required to complete an end of course test to meet requirements and receive negotiation authorization from Commandant (G-WPM-4).

P

Chapter 1 – Ethics

A. Standards of Conduct

B. Rule of thumb

C. Agency Ethics Official

D. Ethics for all Government Employees

You must avoid any action, which might result in, or create the appearance of:

E. Acceptance of Gifts, Entertainment, and Favors (18 USC 201 & 2095; 5 CFR 2635)

1. Gift does not include:

2. Frequently used exceptions to the gift acceptance policy, stated in 5 CFR 2635 are:

3. Notwithstanding any of the above exceptions, you may not:

F. Conflicting Financial Interest (18 USC 208)

1. Financial Interest.

1. Bribery (18 USC 201).

2. Illegal Gratuity (18 USC 201)

3. Salaries of employees (18 USC 209)

4. Representing outside parties (18 USC 205)

G. Disclosure of Confidential Information (18 USC 1905)

H. Procurement Integrity (41 USC 423)

1. Integrity.

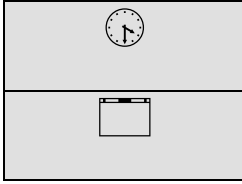
2. Procurement Official.

I. Government Official or Employee

1. Participation.

J. Maintaining Ethical Standards

Chapter 2 – Coast Guard Leased Housing Program



30 Minutes

Slide #14

A. Leased Housing Program

1. Authority.

2. Policy.

3. Availability of Government Owned Quarters.

4. Assigning Coast Guard Leased Housing.

B. Definitions



Handout: Refer to Handout #1.

Chapter 3 – Coast Guard Residential Lease

A. Documentation

1. Authorized Document.

2. Why does the Coast Guard have their own lease?

3. Standard Forms.

4. Deviations.

B. CG Form 5571**UNITED STATES COAST GUARD RESIDENTIAL LEASE**_____
(Lease Date)

40XX-29-XXL-PXX-XX-U

(Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR**1.a Name****1.b. Tax Code/Social Security #:**

Lessor Name

Tax Code

Telephone: (XXX) XXX-XXXX

1.c THE LESSOR**1.d. Tax Code/Social Security #:****Address**
City, State, Zip**Lessor**

1.e. Lessor's interest in the property herein described is that of owner or agent for owner: _____
Owners name (if agent) _____

1.f. Lessor and/or owner (is or is not) not a Federal Employee.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total Bdrms: _____ Total Baths: _____ Total Rooms: _____
Square Feet: _____ County: _____
Congressional Dist: _____
Construction Style: _____

2.b. The Lessor shall furnish a refrigerator and stove. The Government does not accept liability for furnishing, draperies and curtains left in the unit nor are these items made part of this contract. All other Lessor furnished items shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

1 Coast Guard

Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

Header	Lease Contract header appears on each page of the CG-5571 and is composed of the Start Date and the Lease Number																																																																									
Start Date	The effective date of the lease.																																																																									
Lease Number	<p>A contract number is assigned to the lease by the Coast Guard Leased Housing Contract Officer and inserted in the Lease Number block at the top of each page.</p> <p style="text-align: center;">Example: 4000-30-00-L-P-59-056-F</p> <p>Each part of the lease number has a meaning to LHCO and FINCEN as identified below:</p> <table border="1"> <tr> <td>40</td><td>Dafis Doc Type</td><td>Leased Housing is identified as a Dafis Document type</td></tr> <tr> <td>00</td><td>Current Fiscal Year</td><td>Will always be the current FY</td></tr> <tr> <td>30</td><td>Contract Site</td><td>Each LH Contracting Authority Site is provided a Contract Site number; see matrix below</td></tr> <tr> <td>99</td><td>FY Lease Started</td><td>Will always be the FY in which the current lease started</td></tr> <tr> <td>L-P</td><td>Defines as Lease; W program</td><td>Used to identify Leased Housing; requested by FINCEN</td></tr> <tr> <td>59</td><td>Program Element</td><td>Each LH Contracting Authority Site is provided a Program Element number; see matrix below</td></tr> <tr> <td>056</td><td>Serial Number assigned by LHCO</td><td>Three digit number from 01 to 999 assigned to each lease</td></tr> <tr> <td>F</td><td>Type of Housing</td><td>Used to define if Lease is a Family or Unaccompanied Lease</td></tr> </table> <p>Contract Sites and Program Elements are provided Below</p> <table border="1"> <thead> <tr> <th>Location</th><th>Contract Site</th><th>Program Element</th></tr> </thead> <tbody> <tr><td>ISC Boston, MA</td><td>24</td><td>5b</td></tr> <tr><td>ISC St. Louis, MO</td><td>25</td><td>52</td></tr> <tr><td>TRACEN, Cape May, NJ</td><td>42</td><td>5C</td></tr> <tr><td>ISC Portsmouth, VA</td><td>27</td><td>55</td></tr> <tr><td>ISC Miami, FL</td><td>28</td><td>57</td></tr> <tr><td>ISC New Orleans, LA</td><td>29</td><td>58</td></tr> <tr><td>ISC Cleveland, OH</td><td>30</td><td>59</td></tr> <tr><td>ISC San Pedro, CA</td><td>89</td><td>5L</td></tr> <tr><td>ISC Alameda, CA</td><td>89</td><td>5P</td></tr> <tr><td>ISC Seattle, WA</td><td>89</td><td>5S</td></tr> <tr><td>ISC Honolulu, HI</td><td>89</td><td>54</td></tr> <tr><td>TRACEN Petaluma, CA</td><td>49</td><td>5T</td></tr> <tr><td>ISC Ketchikan, AK</td><td>89</td><td>5J</td></tr> <tr><td>ISC Kodiak, AK</td><td>89</td><td>5J</td></tr> <tr><td>Comdt (HSC), Washington, DC</td><td>23</td><td>5H</td></tr> </tbody> </table>		40	Dafis Doc Type	Leased Housing is identified as a Dafis Document type	00	Current Fiscal Year	Will always be the current FY	30	Contract Site	Each LH Contracting Authority Site is provided a Contract Site number; see matrix below	99	FY Lease Started	Will always be the FY in which the current lease started	L-P	Defines as Lease; W program	Used to identify Leased Housing; requested by FINCEN	59	Program Element	Each LH Contracting Authority Site is provided a Program Element number; see matrix below	056	Serial Number assigned by LHCO	Three digit number from 01 to 999 assigned to each lease	F	Type of Housing	Used to define if Lease is a Family or Unaccompanied Lease	Location	Contract Site	Program Element	ISC Boston, MA	24	5b	ISC St. Louis, MO	25	52	TRACEN, Cape May, NJ	42	5C	ISC Portsmouth, VA	27	55	ISC Miami, FL	28	57	ISC New Orleans, LA	29	58	ISC Cleveland, OH	30	59	ISC San Pedro, CA	89	5L	ISC Alameda, CA	89	5P	ISC Seattle, WA	89	5S	ISC Honolulu, HI	89	54	TRACEN Petaluma, CA	49	5T	ISC Ketchikan, AK	89	5J	ISC Kodiak, AK	89	5J	Comdt (HSC), Washington, DC	23	5H
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B. CG Form 5571 (cont'd)**UNITED STATES COAST GUARD RESIDENTIAL LEASE**_____
(Lease Date)

40XX-29-XXL-PXX-XX-U

(Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR**1.a Name****1.b. Tax Code/Social Security #:****Lessor Name**

Tax Code

Telephone: (XXX) XXX - XXXX

1.c THE LESSOR**1.d. Tax Code/Social Security #:****Address
City, State, Zip****Lessor**

1.e. Lessor's interest in the property herein described is that of owner or agent for owner: _____
Owners name (if agent) _____

1.f. Lessor and/or owner (is or is not) not a Federal Employee.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total Bdrms: _____ Total Baths: _____ Total Rooms: _____
Square Feet: _____ County: _____
Congressional Dist: _____
Construction Style: _____

2.b. The Lessor shall furnish a refrigerator and stove. The Government does not accept liability for furnishing, draperies and curtains left in the unit nor are these items made part of this contract. All other Lessor furnished items shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

1 Coast Guard

Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

1. The Lessor	"The Lessor" identifies the person or agency with which the Coast Guard will lease the residential housing unit.		
1.a	<p>Lessor Name: Full name of each Lessor in CAPITAL LETTERS. If more than one person will sign the lease, each is listed individually. Do not use abbreviations for corporate titles.</p> <p>Example: Identify two lessors as: JOHN EARL SMITH MARY JANE SMITH</p> <p>Example: National Bank of Alaska would be spelled out completely rather than abbreviation of "NBA"</p>		
1.b	<p>Tax Code: Required; is either a SSN or a Tax Identification Number for a corporation</p> <p>Telephone: Required; telephone number for Lessor</p>		
1.c	Correspondence Address - The full postal address, including zip code		
1.d	Check Mailing Address – Will always be "Direct Deposit" unless a waiver has been granted to pay by check. DO NOT include direct banking routing codes or accounting numbers on the lease.		
1.e	Lessors interest in the property –the following applies		
	If Lessor is	Then	And
	Owner	"owner" is on the lease	
	Agent	"agent" is on the lease	<p>The owners name in all capitals If two owners, enter as follows:</p> <p>➤ John Smith</p> <p>➤ Mary Smith</p>
1.f	Federal Property Required; is either Yes or No.		
1.g	Lessors successors The intent of this clause is to provide the maximum degree of stability Coast Guard should consider relocation options as an alternate to forcing the Lessor's successor to abide by the existing lease.		
2. The Lease	Clause 2 identifies the premises to be leased and presents conditions regarding the conduct of the lease.		
2.a	Premise description: The following items must be completed:		
	<input type="checkbox"/> Total bedrooms <input type="checkbox"/> Total baths <input type="checkbox"/> Total rooms <input type="checkbox"/> Square feet	<input type="checkbox"/> County <input type="checkbox"/> Congressional District code <input type="checkbox"/> Construction style <input type="checkbox"/> Address	
2.b	Lessor furnishings required by the lease are a refrigerator and stove. All other amenities included in the lease shall be noted on the condition inspection report.		
2.c	Fair housing clause The Lessor has no discretion as to Coast Guard occupants		

UNITED STATES COAST GUARD RESIDENTIAL LEASE

(Lease Date)

40XX-29-XXL-PXX-XX-U
(Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

2. THE LEASE: (cont'd)

2.d. The Lessor shall keep the premises free from pests in conformance with local and state health regulations.

2.e. Smoke detectors are installed in accordance with federal, state and local regulations. Hardwired: ☐ Yes, ☐ No. ☐

2.f. Automatic (Fire) Sprinkler Systems are installed in accordance with federal, state and local regulations: ☐ Yes, ☐ No, ☐ N/A.

2.g. Grounds care is performed by Lessor (is performed by occupant).

2.h. Pets are (are not) allowed.

2.i. Lessor does (does not) permit child care.

2.i.(1) If permitted, no increase in rent or utilities will be paid to the Lessor.

2.i.(2) Child care is defined to be in-home care of more than one but no more than six children other than occupant dependents at a minimum of 10 hours per week per child for compensation.

2.j. The Lessor agrees to comply with all federal, state, and local laws which apply to the ownership and operation of the premises, and will obtain at Lessor expense all necessary permits and related approvals, including but not limited to those for lead, radon, asbestos, and other environmental and safety measures.

3. THE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through September 30, _____ subject to termination and renewal rights as may be herein set forth. No lease shall exceed a period of five years.

4. THE RENEWAL

Annually, effective 1 October, this lease will be automatically renewed at the option of the Coast Guard for the term stated in Clause 3, at the rate stated in Clause 5.a. After a period of twelve months, the annual rate may be subject to renegotiation. Evidence supporting rental rate adjustment, such as changes in property taxes, insurance premiums and/or inflationary indices, must be provided by the Lessor to the Coast Guard Local Housing Authority prior to the first of July. Lessor failure to notify the Coast Guard of requested rate adjustment will result in this lease being automatically renewed at the same rate. Requests for adjustment to utility costs are addressed in Clauses 5.f and 5.g of this lease.

No renewal shall extend beyond September 30, _____.

2 Coast Guard

Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

Clause 1. The Lease (cont'd)	
2.d	Lessor pest responsibility The premises shall be maintained pest free. Coast Guard occupants introducing pests to the premises shall be held responsible and liable for pest removal.
2.e	Smoke detectors
2.f	Sprinklers
2.g	Grounds care responsibility – will either be the Lessor or the Occupant
2.h	Pets – Indicates if pets are allowed; if allowed the pet restrictions must be listed; if none then “NONE” must be listed
2.i	Childcare – If lessor agrees to allow childcare, then should be so indicated.
Clause 3. Term of the lease	
<p>Clause 3 identifies the effective date of the lease when the Coast Guard shall have the right of occupancy and when the Coast Guard's fiscal obligation begins and identifies when the lease contract ends.</p> <p>Example: beginning on April 10, 2002 through September 30, 2006. No lease shall exceed a period of five (fiscal) years including the year the lease is negotiated.</p>	
Clause 4. Renewal Responsibilities	
<p>Clause 4 Indicates that the lease shall be automatically renewed every year up to but not including the ending date listed in 3 above. Lease rate adjustments must be provided to LHCO by July 1 or the lease will be automatically renewed at the same rate.</p> <p>Provides the ending date of the lease contract.</p>	

UNITED STATES COAST GUARD RESIDENTIAL LEASE

(Lease Date)

40XX-29-XXL-PXX-XX-U
(Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

5. PAYMENT TO THE LESSOR

5.a. The Coast Guard shall pay the Lessor an annual amount of \$ _____ total rent at the rate of \$ _____ monthly rent per month in arrears. The monthly payment is comprised of:

for rent: \$ _____ .00.
for utilities: \$ _____ .00

- 5.b. Payments to the Lessor will be due on the 5th workday of the month for the preceding month's rent. The date of the check issued in payment shall be considered to be the date payment is made.
- 5.c. The Prompt Payment Act, Public Law 97-177 (96 Stat.85, 31 USC 1801) is applicable to payment under this contract and requires the payment to the Lessor of interest on overdue payment and improperly taken discounts. Determination of interest due will be made in accordance with the Prompt Payment Act and Office of Management and Budget Circular A-125.
- 5.d. Payments include all utility charges for heat, water, sewage, gas, electricity, and trash removal except in geographic locations where state and local regulations do not allow inclusion. Telephone and cable television are the responsibility of the occupant.
- 5.e. Rent for a lesser period shall be prorated as 1/30th of the per month rate.
- 5.f. The utility rate is based on an average monthly cost calculated over a twelve month period. Twelve (12) months after initial or subsequent occupancy, this lease may be adjusted upward or downward to compensate for incorrect estimates for utility amounts. It is the Lessor's responsibility to monitor utility consumption and to provide the Coast Guard with verifiable utility consumption documentation for a twelve (12) month period. Failure to provide required documentation will not justify utility payment adjustments.
- 5.g. It is the Lessor's responsibility to maintain all utility machinery in efficient operation. The Lessor is responsible to notify the Coast Guard immediately of any excessive utility costs. A one time utility payment may be authorized by the Coast Guard to compensate for verifiable utility abuse by the occupant. Documentation supporting utility abuse must be provided by the Lessor prior to reimbursement.

6. TERMINATION

The Coast Guard may terminate this lease at any time by giving at least a 30 day notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. No rental payment shall accrue after the effective date of termination

3 Coast Guard

Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

Clause 5. PAYMENT TO LESSOR	
5.a	Monthly rent total
	Monthly rent
	Monthly utilities
5.b	Payment schedule
5.c	Penalty for late payment
5.d	What payment includes
5.e	Prorate calculation
5.f	Adjustment of utilities
5.g	Lessor's responsibilities for maintenance of utility equipment
Clause 6. Termination	

B. CG Form 5571 (cont'd)**UNITED STATES COAST GUARD RESIDENTIAL LEASE**_____
(Lease Date)

40XX-29-XXL-PXX-XX-U

(Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

7. AVAILABILITY OF FUNDS

Unless otherwise notified, funds will become available on the effective date of this lease and any subsequent renewals. The Coast Guard's obligation hereunder is contingent upon the availability of appropriated funds from which payment for this contract can be made. No legal liability on the part of the Coast Guard for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be notified immediately if funds do not become available for this procurement.

8. MODIFICATION TO CONTRACT:

The following Clauses within this lease may be modified using Form 5571B, Modification to Contract, as consented to by the Lessor and the Leased Housing Contracting Officer.: Clauses 1.a-f, 2.a-b, 2.g-i, 3 and 5.a. The attached General Provisions may not be modified.

9. ATTACHMENTS:

Coast Guard Form 5571A, United States Coast Guard Residential Lease General Provisions and the Condition Inspection Report are attached and made a part hereof.

10. CONTRACTING OFFICER:

The Coast Guard Leased Housing Contracting Officer may be contacted at the following address and telephone number

LESSOR

BY _____

Lessor Signature

Lessor Signature

UNITED STATES COAST GUARD

BY _____

Leased Housing Contracting Officer
Authority: 14 U.S.C 475(a)

4 Coast Guard

Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)**7. Availability of funds****8. What can be changed on the contract****9. What is included to make a complete contract**

All leases must have the CG Form 5571A, General Provisions and Condition Inspection Report attached.

Clause 10. Contracting Officer information

C. General Provisions

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

SUBLETTING:	The Coast Guard may sublet any part of the premises but shall not be relieved from any obligation under this lease by reason of any such subletting.
DEPOSITS:	This lease is the only financial agreement covering the premises and no effect shall be given to any agreement between the Lessor and the Coast Guard tenant occupying the premises. No deposit is now held nor required. Any deposit held by the lessor under terms or conditions of a previous arrangement with the Coast Guard occupant shall be returned no later than the effective date of this lease.
MAINTENANCE:	Except for damage caused by the abuse or neglect of occupants or their guests, the Lessor shall maintain the premises, including the building and any and all equipment, fixtures, security services and appurtenances furnished by the Lessor under this lease in good repair and tenable condition. The Lessor shall accomplish routine interior painting, necessary recarpeting, and other similar replacement and repair not less than once every three years of Coast Guard occupancy under this lease. The Lessor may at reasonable times, and with the permission of the authorized Coast Guard representative, enter and inspect the premises and make any repairs necessary. The Lessor is not responsible for replacement of light bulbs and fuses.
FAILURE IN: PERFORMANCE:	<p>Rent payments are dependent upon the Lessor performing functions required by this lease. If the Lessor fails to provide any service, utility, maintenance, required environmental or safety modifications or repairs required by this lease, the Coast Guard may contract for or perform the services, and deduct the cost of performing the services from the rent payment. As an alternative, the Coast Guard may reduce the rent payment by the value of the service not performed (as determined by the Coast Guard Leased Housing Contracting Officer).</p> <p>If the Lessor's failure to perform causes the Coast Guard occupant to be temporarily housed elsewhere because of untenable conditions, the Lessor shall be responsible for any reasonable expenses incurred for such temporary housing.</p> <p>An untenable or unsafe condition not repaired and/or restored or good faith attempts to repair/restore to tenable condition within twenty-four (24) hours after Lessor notification by the occupant and/or Coast Guard shall be deemed failure in performance by the Lessor. Other repairs and/or restorations shall be performed by the Lessor with diligence and within a reasonable period of time as determined by the Coast Guard Leased Housing Contracting Officer.</p>
TERMINATION FOR DEFAULT:	<p>If the premises are not ready for occupancy on the date this lease is to commence the Coast Guard may, with written notice to the Lessor, terminate this lease. The Lessor will be liable for any damages to the Coast Guard resulting from the Lessor's failure to have the premises ready for occupancy on the date agreed whether this lease is terminated or not</p> <p>Failure by the lessor to maintain the premises in tenable condition may result in immediate termination as determined by the Coast Guard Leased Housing Contracting Officer.</p>
FIRE OR OTHER CASUALTY:	If the premises are destroyed by fire or by other casualty, this lease will immediately terminate. If the premises are partially destroyed so that they are untenable (as determined by the Coast Guard Leased Housing Contracting Officer) the Coast Guard may terminate this lease by giving the Lessor written notice within 15 days after the partial destruction. If this lease is terminated in this way, no rent will accrue after the partial destruction. As an alternative, the Coast Guard may choose to continue to occupy the premises at a reduced rent, agreed to by the Lessor and effective the date of the partial destruction.

DEPT. OF TRANS., USCG, CG 5571A (7/93)

C. General Provisions (cont'd)

SUBLETTING:

DEPOSITS:

MAINTENANCE:

**FAILURE IN:
PERFORMANCE:**

**TERMINATION
FOR DEFAULT:**

**FIRE OR OTHER
CASUALTY:**

C. General Provisions (cont'd)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

FACILITIES NON-DISCRIMINATION:	<p>(a) As used in this provision, the term "facilities" means pools, weight rooms, rest rooms, locker rooms, stores, shops, clubhouses, and any other facility of a public nature available for use by tenants of the complex in which the premises are located.</p> <p>(b) The Lessor agrees that he/she will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the lessor solely to tenants, their guests and invitees.</p> <p>(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Coast Guard may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Coast Guard in acquiring substitute housing, including but not limited to the cost of moving to such housing. Substitute housing shall be obtained in as close proximity to the premises as is feasible and moving costs will be limited to actual expenses thereof incurred.</p> <p>(d) It is further agreed that from and after the effective date of this lease the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this clause in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the inclusion of the foregoing provisions of this clause in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the Coast Guard may direct, as a means of enforcing the intent of this clause, including but not limited to, termination of the agreement or concession and institution of court action.</p>
INSPECTION REPORT:	A joint physical inspection report of the premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed by both the Lessor and the authorized Coast Guard representative.
ASSIGNMENT OF CLAIMS:	The right to payments shall not be transferred by the Lessor to any other party, and any such transfer shall cause annulment of this lease so far as the Coast Guard is concerned. Except as specified for Lessor Successors of Clause 1.g. of this lease, rent payments and any other claims payable shall be made only to the Lessor described in this lease.
EQUAL OPPORTUNITY:	<p>(This clause only applies to leases over \$10,000 annually.) During the term of this lease, the lessor agrees as follows:</p> <p>(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Coast Guard Leased Housing Contracting Officer setting forth the provisions of this Equal Opportunity clause.</p>

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C. General Provisions (cont'd)

**FACILITIES NON-
DISCRIMINATION:**

**INSPECTION
REPORT:**

**ASSIGNMENT OF
CLAIMS:**

**EQUAL
OPPORTUNITY:**

C. General Provisions (cont'd)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

EQUAL OPPORTUNITY: (continued)	<p>(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.</p> <p>(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Coast Guard Leased Housing Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (Reporting requirements apply only to leases over \$50,000, annually and Lessors with over 50 employees.)</p> <p>(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Coast Guard contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Coast Guard, the Lessor may request the Coast Guard to enter into such litigation to protect the interests of the Coast Guard.</p>
COVENANT AGAINST CONTINGENT FEES:	<p>The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Coast Guard shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this provision.)</p>
OFFICIALS NOT TO BENEFIT: DEPT. OF TRANS., USCG, CG 5571A (7/93)	<p>No member of or delegate to Congress will receive any money or other benefit from this lease. The only exception to this provision is if the Lessor is a corporation in which the member or delegate to Congress owns shares.</p>

C. General Provisions (cont'd)

**EQUAL
OPPORTUNITY:
(continued)**

**COVENANT
AGAINST
CONTINGENT
FEES:**

**OFFICIALS NOT
TO BENEFIT:**

C. General Provisions (cont'd)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

CLAIMS AND DISPUTES:

The Coast Guard will reimburse the Lessor, upon submission of a just and documented claim, for damages beyond the normal wear and tear which may be caused by the Coast Guard occupant through neglect or abuse. Damage liability is specifically limited to those items damaged by abuse or negligence of the occupant and his or her dependents and guests.

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), provided herein:

a.1. The Lessor must deliver any claim to the Coast Guard not later than sixty (60) calendar days after lease termination.

a.2. The Claim must:

(a) be in writing,

(b) state a total claim amount (sum certain),

(c) identify individual damage/claim items,

(d) be supported with receipts or estimates as follows:

* if the item is less than \$200, one receipt or estimate.

* if the item is \$200 or more, two estimates.

(e) contain a signature as explained below.

b. Except as provided in the Act and the above, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in the clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d.2. below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.1. A claim by the Contractor shall be made in writing and submitted to the Coast Guard Leased Housing Contracting Officer for written decision. A claim by the Coast Guard against the Contractor shall be subject to a written decision by the Coast Guard Leased Housing Contracting Officer.

d.2. For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Coast Guard is liable.

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General Provisions (cont'd)

**CLAIMS AND
DISPUTES:**

Chapter 4 – Locating Rental Properties

A. General Information

1. Adequate and Cost Effective.

2. Unit Type Priorities.

3. Leasing From Federal Employees.

B. Adequacy Standards

1. Standards.

2. Be of Permanent Construction.

3. Meet Bedroom Criteria.

4. Meet net Square Footage Criteria.

5. Meet Bathroom Criteria.

6. Meet Kitchen Criteria.

7. Have Adequate Utilities.

8. Have Adequate, Operating Smoke Detectors.

9. Have an Adequate, Operating Carbon Monoxide Detector.

10. Have adequate Parking Spaces.

11. Have adequate telephone jacks.

12. Contain no excessive or prohibited amenities.

13. Be near community facilities .

14. Be distant from undesirable conditions.

C. Locating Cost Effective Leases

1. Procedures



	Handout #3. Refer to handout.
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Chapter 5 – Application Packages

A. Reviewing Application Packages


1. LHOs and HRs Responsibility.

2. When to Apply.


3. Procedures

B. Bedroom Requirements

1. Family Leased Housing (FLH).

	Handout #4: Refer to handout.
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2. Unaccompanied Personnel Leased Housing (UPLH):

	Handout #5: Refer to handout
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C. Eligibility for the Leased Housing Program

1. FLH.

2. UPLH

- 3 Members Married to Members.

C. Eligibility for the Leased Housing Program (cont'd)

4. Transfers.

5. Overseas.

6. Restricted Duty.

7. Voluntary Geographic Bachelor.

8. Involuntary Geographic Bachelor.

9. Previously Utilized Leased Quarters.

10. Refusal to Occupy Owned Quarters.

11. Change in Eligibility.

D. Waiting List

1. LHO and HR Responsibility.

2. Control Date

2. Procedures.

E. Replying to Applicants

1. Keep the Member Informed

2. Procedures


Chapter 6 – Negotiating a Lease

A. Explaining the Lease

1. Selling the Lease.

2. Mandatory Direct Deposit.

3. Perceived Disadvantages.


	Handout #6 Refer to handout
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B. Negotiating Rent

1. Responsibility.

2. Local Rental Cost.

3. Procedures.

	Handout #6 Refer to handout
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C. Completing a Lease Unit Information Worksheet

1. Responsibility.

2. Minimum contents.

3. Procedures.

4. Sample Worksheet.

	Handout #8. Refer to Handout.
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D. Submitting a Lease Request Package

1. Responsibility.

2. Supporting Documents.

Chapter 7 – Management

A. Creating and Maintaining Lease Folders

1. Responsibility.

2. Folder Retention and Dissemination.

3. Folder Contents.

AHO:

LHO:

4. Retention of Additional Information.

B. Inspections

1. Requirements.

2. Inspection Types.

Pre-Lease Condition Inspection:
Check-In:

B. Inspection Types. (cont'd)

Annual:

Pre-Termination:

Check-Out:

For Cause:

B. Inspections (cont'd)3. Re-inspections.

4. Conducting Inspections.

5. Scheduling Inspections and Required Participants.

Pre-Lease:
Check-In:
Annual:
Pre-Termination:
Check-out:
For Cause:
Re-inspection:

B. Inspections (cont'd)

6. Documenting unit's Condition.

7. Inspection Reports.

a. **Pre Lease Inspection.**

8. Procedures for Inspecting Quarters.

9. Discovering Damage.

C. Occupying Quarters

1. Responsibility.

2. Length of Occupancy.

4. Procedures.

D. Monitoring Utility Usage

1. Responsibility.

a. **LHO's and HRs.**

b. **Lessor.**

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2. Energy Conservation.

3. Paying utility Costs.

D. Monitoring Utility Usage (cont'd)

4. Utility payment Adjustment

5. Procedures.

Chapter 8 – Termination Process

A. Terminating Occupancy

1. Intent to Vacate.

2. Inspections.

3. Evictions.

4. Voluntary Occupancy Termination.

A. Terminating Occupancy (cont'd)

6. Government-Funded Local Moves.

7. BAH Re-instatement.

8. Procedures.

B. Terminating Lease Contracts

1. Responsibility.

2. Notice to Lessor.

3. Termination Modification.

4. Rescinding Termination Process.

C. Damages

1. Prevention.

2. Liability for Loss or Damage.

3. Determination of Liability.

4. Normal Wear and Tear:

5. Abuse.

C. Damages (cont'd)

6. Negligence:

7. Depreciation.

D. Damage Claims

1. Authorization to Negotiate Claims.

2. Receipt of Damage Claim From Lessor.

D. Damage Claims (cont'd)

3. Time Limit.

4. Investigating Damage Claims.

5. Settlement.

6. Paying the Damage Claim.

D. Damage Claims (cont'd)

7. Recouping Money from the Member.

8. Flow Chart.

Discuss the procedural flow chart and check list for processing formal damage claims, Appendix A.



Handout #10 and 11. Refer to Handouts.
